



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OLC FFT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- An order that the landlord comply with the Act, regulations or tenancy agreement pursuant to section 62; and
- Authorization to recover the filing fee from the landlord pursuant to section 72.

Both parties were represented at the hearing and were given a full opportunity to be heard, to present sworn testimony, to make submissions and to call witnesses. The landlord was represented by their agent (the "landlord").

As both parties were represented service was confirmed. The parties each testified that they were served with the respective materials and I find each party duly served with the materials in accordance with sections 88 and 89 of the *Act*.

Issue(s) to be Decided

Should the landlord be ordered to comply with the Act, regulations or tenancy agreement?

Is the tenant entitled to recover their filing fee from the landlord?

Background and Evidence

The parties agree on the following facts. This periodic tenancy began in July, 2014. The current monthly rent is \$1,193.00 payable on the first of each month. The rental unit is a suite in a multi-unit building.

The tenant reported bed bugs in the rental suite in or about December, 2019. The landlord arranged for a pest control company to attend and address the issue. The landlord had the company treat the rental suite as well as neighbouring suites and to return to inspect the suites for recurring issues over the next several months. The total cost of the work performed is \$1,548.75.

The landlord has charged the tenant the full amount of \$1,548.75 seeking reimbursement for the pest control treatment. The landlord testified that they believe the tenant is responsible for the infestation as they have been informed there were very few pests in the neighbouring suites and the rental suite was teeming with pests. The tenant disputes the landlord's conclusion and submits that the landlord's issuance of the invoice is in violation of the Act and regulations.

Analysis

Section 32 (1) of the Act states that:

A landlord must provide and maintain residential property in a state of decoration and repair that

- (a) complies with the health, safety and housing standards required by law, and
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

Residential Tenancy Act Regulations Schedule 8, in relevant part, states:

8 (1) Landlord's obligations:

- (a) The landlord must provide and maintain the residential property in a reasonable state of decoration and repair, suitable for occupation by a tenant. The landlord must comply with health, safety and housing standards required by law.
- (b) If the landlord is required to make a repair to comply with the above obligations, the tenant may discuss it with the landlord. If the landlord refuses to make the repair, the tenant may make an application for dispute resolution under the *Residential Tenancy Act* seeking an order of the director for the completion and costs of the repair

Residential Tenancy Policy Guideline 1 in relevant part states a landlord is generally responsible for insect control.

In accordance with the above, I find that the landlord was obligated to deal with the infestation of bed bugs when alerted to the situation by the tenant. The landlord has a duty to provide a rental unit in a state of reasonable health, safety and housing standards which includes freedom from pests such as bed bugs.

While the landlord attributes the infestation to the tenant based on the prevalence of bed bugs in the rental suite and not in other areas of the property, I find there is insufficient evidence in support of the landlord's inference. Bed bugs can enter a property by any number of ways. The presence of bed bugs in a suite is not evidence that the occupant of that suite has allowed the bed bugs to enter or multiply. A tenant would not be liable for costs of pest control, unless it was shown that they were the cause of the issue or that they have acted or failed to act reasonably in the face of the infestation. In order to find the tenant to be at fault, the landlord must show that the tenant introduced the bed bugs to the unit and was negligent in doing so.

I find that there is insufficient evidence to determine that the tenant is the source of the bed bugs and responsible for the costs of treatment. Based on the evidence of the parties I am unable to conclude that the infestation of bed bugs was caused or materially contributed to by the tenant and that they are the author of their own misfortune.

Accordingly, I find that there is no basis for the landlord to issue the invoice seeking reimbursement of the pest control fees. I order that the landlord comply by reversing the charges and find that the invoice is not effective.

As the tenant was successful in their application, they are entitled to recover their filing fee from the landlord. As this tenancy is continuing I allow the tenant to recover their monetary award by making a one-time deduction of \$100.00 from their next scheduled rent payment.

Conclusion

The invoice for reimbursement of pest control costs is invalid and the tenant is not obligated to pay any amount for the pest control.

The tenant is authorized to make a one-time deduction of \$100.00 from their next scheduled rent payment.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 3, 2020

Residential Tenancy Branch